

UTAH COUNTY  
PUBLIC WORKS DEPARTMENT  
2855 South State Street  
Provo, Utah 84606  
(801) 851-8600

**INVITATION TO BID**

**for**

**WASTE PUMPING**

**ITB # 2019-16**

CLOSING DATE  
FOR RECEIPT OF BIDS: Thursday, November 7<sup>th</sup>, 2019

TIME: 3:00 p.m. (Mountain Time)

PLACE: Office of the Utah County Purchasing Agent  
100 East Center Street  
Room 3600  
Provo, Utah 84606

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## 1. REQUEST FOR PROPOSALS

### 1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified contractor to pump and dispose of waste from permanent and portable sewage holding tanks, sand and grease traps, and oil separators at various County facilities in Utah County, Utah.

The Contractor shall furnish all labor, materials, transportation, tool, equipment, supplies, disposal fees, and other costs required to complete the work in accordance with the terms hereof.

Pursuant to this ITB an agreement will be executed, a copy of which is attached as Attachment C.

### 1.2 PROCEDURE

- A. The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:
  - 1. Interested entities will prepare and submit their bids prior to the specified Closing Date for Receipt of Bids.
  - 2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
  - 3. The selected bidder(s) will be required to sign an agreement, a sample of which is included as Attachment C.

### 1.3 BID ORGANIZATION

- A. Each respondent must submit TWO (2) copies of its SEALED bid to the Utah County Purchasing Manager. The envelope containing the bid must be clearly labeled “**SEALED BID – WASTE PUMPING, ITB # 2019-16**”. The bid must be delivered to  
Utah County Purchasing Manager  
100 East Center, Room 3600  
Provo, Utah 84606
- B. Late bids will not be accepted except as set forth in Utah County Procurement rules and regulations.
- C. The bid must include:
  - 1. Completed Contractor’s Cost Proposal (Exhibit B)
  - 2. Completed Contractor Information Form (Attachment A).
  - 3. Completed Certificate of Non-Collusion (Attachment B).
  - 4. A copy of the bidder’s current local business license.
  - 5. If required by state, federal or local laws, rules or regulations, the Contractor shall be licensed to perform the services provided for in this Agreement. Contractor shall provide a copy of any required license(s)
  - 6. Proof of required insurance.

### 1.4 QUESTIONS AND CLARIFICATIONS

All questions regarding this ITB must be submitted through the SciQuest web site. The deadline for submission of questions is specified on the SciQuest web site.

## **1.5 PRE-BID SITE INSPECTIONS**

Bidders are encouraged to visit the locations where services are to be performed and examine the conditions prior to submitting their bids.

## **1.6 ACCEPTANCE OF BID**

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

## **1.7 DISQUALIFICATION OF BID**

The occurrence of any of the following may result in disqualification of a bid:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the ITB.
- C. Use of any other type of form or format other than those indicated in the ITB.
- D. Failure to provide requested documentation at the time of bid submission.
- E. Illegible responses.
- F. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the bidder is unable to evidence a satisfactory record of integrity.
- H. If the bidder is not qualified legally to contract.
- I. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all bids.

## **1.8 DISPOSITION OF BIDS**

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

## **1.9 EVALUATION CRITERIA**

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB, and any resulting agreement will be awarded to the lowest responsive and responsible bidder.

## **1.10 GENERAL**

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder.

- B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

#### **1.11 INTERPRETATION OF ITB**

The invalidity of any portion of this ITB shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this ITB are for convenience only and do not constitute a part of the provisions hereof.

#### **1.12 PROPRIETARY INFORMATION**

The Contractor shall mark proprietary information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bids. Pricing and service elements of the successful bid will not be considered proprietary.

#### **1.13 RULES OF PROCUREMENT**

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Contractor Information Form.
- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

**EXHIBIT A**  
**SPECIFICATIONS**

**A.1 PERMANENT SEWAGE HOLDING TANKS**

When requested by County, Contractor shall provide sewage pumping and disposal services for County-owned permanent sewage holding tanks including but not limited to:

Quantity	Gallons	Location
2	1,000	Vivian Park Restroom (Provo Canyon)
1	1,000	Vivian Park Restroom (Provo Canyon)
1	2,500	Nunns Park Restroom (Provo Canyon)
3	1,000	Nunns Park Restroom (Provo Canyon)
1	1,000	Willow Park Restroom (Lehi)
1	500	Willow Park Restroom (Lehi)
1	1,250	Benjamin Park Restroom (Benjamin)
TBD	TBD	Sewage pumping at various locations

**A.2 PORTABLE SEWAGE HOLDING TANKS**

When requested by County, Contractor shall provide sewage pumping and disposal services for County-owned portable sewage holding tanks including but not limited to:

Quantity	Gallons	Location
1	250	Spanish Fork River Park (Spanish Fork Canyon)
2	250	Nunns Park (Provo Canyon)
1	250	Lincoln Beach Park (Utah Lake, near West Mountain)
TBD	TBD	Sewage pumping at various locations

**A.3 SAND AND GREASE TRAPS, AND OIL SEPARATORS**

A. When requested by County, Contractor shall provide sewage pumping and disposal services for the following County-owned sand and grease traps, and oil separators:

1. Location: Public Works Motor Pool, 2801 South State Street, Provo  
Type: water and oil separator  
Size: 8 feet long, 2 feet - 6 inches wide, 7 feet deep
2. Location: Public Works Car Wash, 2815 South State Street, Provo  
Type: sand and grease trap  
Size: 8 feet long, 2 feet - 6 inches wide, 7 feet deep
3. Location: Security Center Car Wash, 3015 N. 400 West, Spanish Fork  
Type: two (2) sand trap vaults, and one (1) grease trap  
Size: 5 feet long, 3 feet wide, 5 feet deep EACH
4. Location: Security Center Sally Port South Door, 3075 N. Main, Spanish Fork  
Type: drain  
Size: 5 feet long, 3 feet - 6 inches wide, 3 feet - 5½ inches deep
5. Location: Security Center Kitchen, 3075 N. Main, Spanish  
Type: grease trap  
Size: 10 feet - 6 inches long, 3 feet - 8 inches wide, 3 feet - 2 inches deep
6. Location: Foothill Treatment Center Kitchen, 3281 N. Main, Spanish Fork  
Type: grease trap  
Size: 10 feet - 6 inches long, 3 feet - 8 inches wide, 3 feet - 2 inches deep
7. Location: TBD Various types, sizes, and locations as determined by County.

B. The waste pumped from the sources listed above shall not be mixed with waste from any other source, County or otherwise, prior to disposal.

#### **A.4 BASIS OF PAYMENT, INVOICING**

- A. The basis of payment for all items shall be a per-gallon fee, as listed in Exhibit B hereof, which shall include travel costs, pumping, transporting, and legally disposing of the specified material.
- B. Contractor shall invoice County for each pumping service call. Contractor's invoice shall list each tank that was pumped and its location, the date the tank was pumped, the number of gallons of material that were pumped and legally disposed of, and the charge per gallon or the minimum charge which matches the corresponding price in Exhibit B hereof. The invoice shall include a log signed by Contractor's driver which documents and corroborates the information on Contractor's invoice or a material weight ticket for verification of number of gallons pumped.
- C. For material that requires use of the County-provided Waste Code, Contractor's invoice shall include a manifest from the Contractor-selected waste disposal site documenting proper disposal of the specified material by Contractor.
- D. Payment made for the items specified hereunder shall be full compensation for all labor, materials, transportation, tool, equipment, supplies, disposal fees, and other costs required to complete the work in accordance with the terms hereof.

#### **A.5 SAMPLING AND WASTE CODES**

- A. County shall provide Contractor with a "Waste Code" as may be required to classify the chemical properties of the waste material from applicable facilities. Contractor shall furnish the Waste Code to appropriate disposal site companies as may be required.
- B. County, in its sole discretion, shall select the provider of the Waste Code and shall be responsible for the procurement thereof.
- C. Contractor shall select the waste disposal site.

#### **A.6 REQUIRED EXPERIENCE & LICENSES**

- A. The Contractor must have a minimum of 3 years experience in the work specified herein. Proof of experience must be submitted with each bid.
- B. If required by state, federal or local laws, rules or regulations, the Contractor shall be licensed to perform the services provided for in this Agreement. Contractor shall provide proof of such license prior to the commencement of the work.

#### **A.6 MISCELLANEOUS**

- A. County shall monitor each tank and shall notify Contractor to pump the same as needed.
- B. Contractor shall schedule pumping operations in cooperation with the County to avoid conflicts with the scheduled uses at the applicable location.
- C. All pumping services shall be provided within 24 hours from the time requested by County.
- D. With the exception of the Waste Code as defined herein, Contractor shall be responsible for, and shall obtain, all permits and licenses that are required by the State of Utah and by the Utah County Health Department.
- E. The Contractor shall comply with all applicable local, state, and federal laws, rules, regulations, and codes.
- F. Contractor shall comply with all applicable requirements of the Utah Labor Commission and the Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Contractor of responsibility in Utah Labor Commission's requirements, or in Federal, state, and local laws, ordinances, or orders.

## EXHIBIT B

### CONTRACTOR'S COST PROPOSAL

#### B.1 BID PRICES

Contractor shall provide a bid price for each item listed.

Actual payment will be based upon the applicable unit price and the amount of materials pumped and legally disposed of pursuant to this contract and corresponding invoices provided to Utah County. The payment, as described, constitutes the sole consideration provided to Contractor for the services as described herein. No additional compensation, cost, expense, or liability shall be assumed or paid by Utah County.

**Payment amount shall be either the minimum charge or the gallons pumped x the price per gallon whichever is greater. (Please make note of A.4 B for documentation required on all invoices.)**

#### A. PERMANENT SEWAGE HOLDING TANKS

1. Vivian Park Restroom #1 (Provo Canyon)  
(2 tanks @ 1,000 gal. ea)  
Outhouse - contractor may need to add water \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
2. Vivian Park Restroom #2 (Provo Canyon)  
(1,000 gal. tank) \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
3. Nunns Park Restroom #1 (Provo Canyon)  
(2,500 gal. tank) \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
4. Nunns Park Restroom #2 (Provo Canyon)  
(3 tanks @ 1,000 gal. ea)  
Outhouse - contractor may need to add water \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
5. Willow Park Restroom (Lehi)  
(1 tank @ 1,000 gal. and 1 tank @ 500 gal)  
Outhouse - contractor may need to add water \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
6. Benjamin Park Restroom (Benjamin)  
(1,250 gal. tank) \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
7. Various locations in Utah County, tbd \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge

#### B. PORTABLE SEWAGE HOLDING TANKS

1. Spanish Fork River Park (Spanish Fork Canyon)  
(250 gal. tank) \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
2. Nunns Park (Provo Canyon)  
(250 gal. tank) \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
3. Lincoln Beach (Utah Lake, near West Mountain)  
(250 gal. tank) \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
4. Various locations in Utah County, tbd \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge



C SAND AND GREASE TRAPS, AND OIL SEPARATORS

1. Location: Public Works Motor Pool, 2801 South State Street, Provo  
Type: water and oil separator  
Size: 8' L x 2'-6" W x 7' D \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
2. Location: Public Works Car Wash, 2815 South State Street, Provo  
Type: sand and grease trap  
Size: 8' L x 2'-6" W x 7' D \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
3. Location: Security Center Car Wash, 3015 N. 400 West, Spanish Fork  
Type: two (2) sand trap vaults, and one (1) grease trap  
Size: 5' L x 3' W x 5' D EACH \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
4. Location: Security Center Sally Port South Door, 3075 N. Main, Spanish Fork  
Type: drain  
Size: 5 feet long, 3 feet - 6 inches wide, 3 feet - 5½ inches deep  
Size: 5' L x 3'-6" W x 3'-5½" D \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
5. Location: Security Center Kitchen, 3075 N. Main, Spanish  
Type: grease trap  
Size: 10'-6" L x 3'-8" W x 3'-2" D \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
6. Location: Foothill Treatment Center Kitchen, 3281 N. Main, Spanish Fork  
Type: grease trap  
Size: 10'-6" L x 3'-8" W x 3'-2" D \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge
7. Various locations in Utah County, tbd \$\_\_\_\_\_/gallon or \$\_\_\_\_\_ min charge

B.2 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for Waste Pumping. I further certify that the information submitted by me/my company in response to this ITB, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all proposals, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

## ATTACHMENT A

### CONTRACTOR INFORMATION FORM

In order to receive consideration, submitted proposals must contain responses to all questions.  
Failure to respond to all questions may result in disqualification of the proposal.

COMPANY NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is this an Office: \_\_\_\_\_, Home: \_\_\_\_\_, Shop: \_\_\_\_\_, Other: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_, Emergency Number: (\_\_\_\_) \_\_\_\_\_.  
Answering Machine: (\_\_\_\_) \_\_\_\_\_, Fax Number: (\_\_\_\_) \_\_\_\_\_.  
Email Address: \_\_\_\_\_

COMPANY OWNER: \_\_\_\_\_

COMPANY PRESIDENT: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Company (Partnership, Corporation, Venture etc.): \_\_\_\_\_

If a Corporation, in what State Incorporated: \_\_\_\_\_

Business License Number: \_\_\_\_\_

State of Utah Contractor License Number: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

D&B D-U-N-S Number: \_\_\_\_\_

How long has this company been in business: \_\_\_\_\_ Years, and \_\_\_\_\_ Months.

Officers authorized to execute contracts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What would happen to your company in the event of the owner's absence or death?

\_\_\_\_\_  
\_\_\_\_\_

Brief History of the Company: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Are there any judgments, suits or claims pending  
against your company? If Yes, attach a written explanation.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

Has your company operated under any other name (s)?  
If Yes, attach a written explanation.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

PROPOSAL INFORMATION FORM Page 2

Has your firm failed to complete a contract within the last five years?

**YES NO**

If "yes" attach explanation.

☐ ☐

Has your firm or any partner or officers ever been involved in any bankruptcy action? If "yes" attach explanation.

**YES NO**

☐ ☐

Has your firm ever been listed on the Excluded Parties List System?

**YES NO**

☐ ☐

Are any of your firm's owners, officers, employees, or agents also employees of Utah County or related to any employees of Utah County? If "yes" attach explanation.

**YES NO**

☐ ☐

**FINANCIAL REFERENCES**

1. Bank Name & Address \_\_\_\_\_

\_\_\_\_\_

Manager \_\_\_\_\_ Phone \_\_\_\_\_

2. Bank Name & Address \_\_\_\_\_

\_\_\_\_\_

Manager \_\_\_\_\_ Phone \_\_\_\_\_

**CLIENT REFERENCES**

1. Name: \_\_\_\_\_, Contact: \_\_\_\_\_

Address: \_\_\_\_\_, Phone: \_\_\_\_\_

\_\_\_\_\_

2. Name: \_\_\_\_\_, Contact: \_\_\_\_\_

Address: \_\_\_\_\_, Phone: \_\_\_\_\_

\_\_\_\_\_

3. Name: \_\_\_\_\_, Contact: \_\_\_\_\_

Address: \_\_\_\_\_, Phone: \_\_\_\_\_

\_\_\_\_\_

4. Name: \_\_\_\_\_, Contact: \_\_\_\_\_

Address: \_\_\_\_\_, Phone: \_\_\_\_\_

\_\_\_\_\_

# CERTIFICATE OF NON-COLLUSION

By: \_\_\_\_\_  
Notary Public

**ATTACHMENT C**

**AGREEMENT**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_, 2019, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and \_\_\_\_\_, hereinafter referred to as **CONTRACTOR**.

**WHEREAS**, COUNTY desires to obtain materials and services as herein defined and further to obtain such materials and services in accordance with Utah State Law; and

**WHEREAS**, CONTRACTOR is willing to provide such materials and services to COUNTY in consideration of receiving such fees as herein provided;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

**1. DESCRIPTION OF WORK**

In consideration of the compensation set forth in Section 2, the CONTRACTOR agrees to furnish all labor, materials, transportation, tool, equipment, supplies, disposal fees, and other costs required to complete the work for COUNTY as set forth in the specifications attached hereto as Exhibit A, which is incorporated herein by this reference the same as if it had been set forth at length herein.

**2. COMPENSATION**

In exchange for services listed in Section 1, COUNTY will pay CONTRACTOR at the applicable price stated in Exhibit B for items accepted by COUNTY.

**3. AMENDMENTS**

No oral modifications or amendments to this AGREEMENT shall be effective, but such may be modified or amended by a written agreement signed by the parties.

**4. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK**

The County Commission, after recommendation by the County Public Works Director, reserves the right to make, at any time during the term of this AGREEMENT, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly by change order. Such alterations shall not be considered as a waiver of nor release of any surety. CONTRACTOR agrees to accept the specifications as altered the same as if it had been a part of the original AGREEMENT. CONTRACTOR shall proceed with the work alterations when ordered in writing. Financial increases to this AGREEMENT must be approved by the County Commission before additional work is authorized and constructed.

**5. ASSIGNMENT**

The parties to this AGREEMENT shall not assign said AGREEMENT, or any part thereof, without the prior written consent of the other party to the AGREEMENT. No assignment shall relieve the original parties from any liability hereunder.

**6. AUTHORITY OF THE COUNTY COMMISSION AND THE COUNTY PUBLIC WORKS DIRECTOR**

- A. The County Commission and the County Public Works Director will decide all questions which may arise as to the quality, quantity, and acceptability of materials furnished and work performed and as to the rate of progress of work. They will also decide all questions which may arise as to the acceptable fulfillment of this AGREEMENT on the part of CONTRACTOR.
- B. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of CONTRACTOR to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of this AGREEMENT, for failure to carry out orders, for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

**7. EMPLOYMENT STATUS VERIFICATION**

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractor, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

**8. EXTRA WORK**

Extra work shall be undertaken only when previously authorized in writing by COUNTY and is defined as additional work which is neither shown nor defined in the Specifications. Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by CONTRACTOR as if they had been shown, without additional cost to COUNTY.

**9. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, save and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or their provision of any services required herein to be performed by CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees.

**10. INDEPENDENT CONTRACTOR**

- A. CONTRACTOR states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from COUNTY, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.
- B. The parties intend that an independent contractor relationship will be created by this AGREEMENT. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of COUNTY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.
- C. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

**11. INSPECTION AND ACCEPTANCE**

COUNTY or its authorized representatives shall have the right to enter the premises of CONTRACTOR, or such other places where contract services are being performed, to inspect,



audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to this AGREEMENT. CONTRACTOR must provide reasonable access to all facilities and assistance to COUNTY or its authorized representatives.

**12. INSURANCE**

- A. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$3,000,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this AGREEMENT. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and sub-contractors, and for all equipment and vehicles, public or private, used in the performance of this AGREEMENT. CONTRACTOR shall provide a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place and shall maintain said insurance for the duration of this AGREEMENT.
- B. CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all sub-contractors, and all employees of the CONTRACTOR and/or subcontractors.

**13. INTERPRETATION OF AGREEMENT**

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

**14. KEYS**

If it becomes necessary for COUNTY to issue CONTRACTOR a key to COUNTY locks, final payment to CONTRACTOR will be held until the key has been returned and documented. It is illegal to duplicate COUNTY keys.

**15. LEGAL**

CONTRACTOR shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with sub-contractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

**16. NO PRESUMPTION**

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

**17. NOTICES**

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

**18. PAYMENTS**

- A. CONTRACTOR shall submit timely invoices for work performed for COUNTY. Upon verification of the validity of an invoice, COUNTY shall pay CONTRACTOR within 30 calendar day of receipt of the invoice.
- B. Payment will be based upon verification of the actual quantities accepted by COUNTY which comply with these specifications.
- C. Partial or progress payments shall not relieve CONTRACTOR of performance or obligations under this AGREEMENT, nor shall such payments be viewed as approval or acceptance of work performed.

**19. SUCCESSORS IN INTEREST**

This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

**20. TERM AND RENEWAL**

- A. The initial term of this Agreement shall commence upon the date of execution hereof and shall terminate on December 31, 2022.
- B. This Agreement shall automatically renew for additional one-year periods, commencing January 1st of each year, upon the same terms and conditions, unless otherwise indicated in writing by Utah County.
- C. Contractor may, upon written notice delivered to County on or before November 1st, request an increase in the contract price of any one or more line items for the following year commencing January 1st, by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Customers (CPI-U) U.S. City Average, All Items, or a similar index if this index is discontinued) during

the preceding one year period, not to exceed three percent (3%) per year, to be effective not sooner than the commencement date of the next renewal period of the contract.

**21. TERMINATION**

- A. This AGREEMENT may be terminated for any reason by COUNTY upon thirty (30) days written notice to CONTRACTOR, without prejudice to any other right or remedy COUNTY may have.
- B. Failure of CONTRACTOR to adhere to any of the performance requirements of this AGREEMENT shall be cause for termination without prior notice.
- C. This AGREEMENT may be terminated for any reason by CONTRACTOR upon sixty (60) days written notice to COUNTY.

**22. WARRANTY**

CONTRACTOR warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of CONTRACTOR'S profession, and in conformance with the terms hereof.

**23. ENTIRE AGREEMENT**

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

*[Remainder of page left blank. Signature page follows.]*

**IN WITNESS WHEREOF** the parties have caused this AGREEMENT to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
WILLIAM C. LEE, Chairman

APPROVED AS TO FORM AND LEGALITY:  
DAVID O. LEAVITT  
Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

CONTRACTOR

By: \_\_\_\_\_